

Amendment 68

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 68 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of May, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to relocate one Sound Transit Back Office Computer (BOC) Client. This work is per Change Request CR-002222.
- C. The Parties agree that the Work necessary to relocate the BOC Client will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will move one Sound Transit BOC Client from its present location to the Agency's IT Administrator's work station.

1.2 The Contractor will perform the necessary testing post BOC Client relocation to ensure the BOC Client is functional. Said testing must include, but is not limited to:

- (a) Connectivity to CCH services and applications
- (b) RDP from CCH
- (c) RDP to CCH
- (d) RDP to BOC
- (e) DNS is resolving correctly
- (f) Network shares are reachable
- (g) All Agency websites and reports are accessible

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 68

To perform the work necessary to relocate one Sound Transit BOC Client.

TOTAL

\$336

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Sixty-eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]
Its: VICE PRESIDENT

Date: 13th May, 2010.
UNDER PROTEST

The Agencies

By: [Signature]
Their: Contract Administrator
On behalf of the Agencies
Date: May 19, 2010